

David Kokot, Past President

John Klapp, VP M&P

Dan Hayward, Legal for Defendant

Nate O Legal for City

Colleen Krajack, HR Consultant

Ted Kumment, HR Analyst

Tonya Wallace, CFO

Jason Negoski, Dir of Purchasing

Thea Prince, Senior Procurement Specialist

We met on 10/26/2022 for a predisc hearing with Micaela MM.

MM: Performed all of my duties and performed them well. No loss to the City and was not disruptive. I am unaware of any moonlighting policies. HCA job has not been primary. Had to look up moral turpitude. I disagree greatly. The community would understand completely. Describing wicked and deviant. I took on a second job and was confident I could do both. I earned my paychecks. I intended to resign. I realized I could be flexible with my hours, and I decided to make both jobs work. I never accepted pay from either organization without earning it. When I told Thea, I told her that I have seen more output from you in the last two months. My work with HCA was very flexible. I did not steal anything from the City, I earned every penny that was made. I could do both, even if I had to work 80 hours a week. People all over the City have two jobs. I am subject to discipline. I have no records of counseling and good reviews. I am ready to come back to work and continue serving.

Nothing further.

Confirmed several times and with Micaela directly that they understood that any negotiation with the City does not impact the information that will be filed with the SAO and any negotiation may not impact the civil or criminal charges they file at the end of their negotiation.

MM: Work schedule M-TH 7-5

MM: HCA: work hours 6-4:30 M-TH

Break taken for legal and union to discuss outside with Macaela as she became emotional

Question schedule: 4 10's, M-Thursday same hours as City

Dave Kokot: City process wasn't followed. Tone in email. City disciplinary process was not followed. No letter of counseling. No letter of reprimand. Record of counseling is discipline under the current contract. That process was not followed. It would be in the City's best interest to retain an employee whom has been here awhile.

Caucus for City:

TW: This position is based on taxpayer and City of Spokane trust. We cannot move beyond the fact that she took payment without working and while working two jobs with the same hours. Her work schedule was identical. We have to legally report this to the SAO. There could be criminal charges or civil penalties.

JD: I note that while I'm new, this is a breach of the ethics of the profession. All understand such.

TP: I did tell her that her work was better in the last few months. That is because I thought she was working. After digging in, I can see what a mess things are. What I'm cleaning up is clear she wasn't working now. Everything is a mess. I can't figure it out. So much didn't get done. I'm sorry I told her that, because she could not have been working.

CK: Here are some options. Covered record of counseling to termination. Covered MOU in exchange for remediation. Covered terminate for cause and notice to the SAO.

Caucus declined with the union due to legal representation and no interest in having prior discussion about disciplinary action the City may hand down. Double checked, told them historical process, they declined entirely.

Union and legal returned with Micaela:

TW: There is no path forward. This is a breach of trust and our responsibility for public funds. We are terminating your employment effective today.

CK: Due the complexity of the negotiation, I am going to offer some options. One, we terminate your position effective immediately as with any other termination all rights afforded by the CBA will be followed. We will note termination for cause, contest unemployment, and the submission to the SAO will note that you declined voluntary remediation requests.

OR

We can accept resignation in lieu of discharge, we will note in your file resignation in lieu of discharge and we will not contest your unemployment in exchange for you forgoing all leave banks of any nature as remediation for the damages. We will note in the SAO report that you voluntarily contributed X amount to the remediation based on Finance confirmation. Again, we make clear that this is not a negotiation on behalf of the SAO. Nothing you negotiate with the City will change the outcome of their investigation and assessing of criminal or civil penalties elsewhere. It offers you a chance to make it right though, without out of pocket.

No questions from the union or Micaela. Legal counsel asked a clarifying question and how much time they have to decide. CK was unaware and agreed to respond via email.

Added after predisc: Email sent at 10:14am.

MOU created after dialogue with Martinez legal counsel Dan Hayward. Attorney Hayward notified days later that client will decline to remedy with any agreement and requested to terminate for cause. Letter of termination signed by City Administrator was sent.